



INVITATION TO BID
ITB-004-2012

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, October 18, 2011 at 11:00 a.m. local time in the Procurement Department located on the 2nd floor in City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at 11:15 a.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

200 feet x 100 feet METAL BUILDING

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-004-2012), bid title (METAL BUILDING) the date and time (October 18, 2011 at 11:00 A.M.). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One original plus one copy must be included and must be addressed to the following:

City of Lake City
Attention: Procurement Department
205 N. Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be signed and returned with the original response to

be considered responsive. Deadline for receiving questions is **Tuesday, October 11, 2011 at 5:00 p.m.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to purchasing@lcfla.com or by mail to City of Lake City, Procurement Department, 205 N. Marion Avenue, Lake City, FL 32055.

Bidder may not withdraw his/her bid for a period of sixty (60) days.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within ten (10) working days of bid opening or upon a decision for a recommendation of award, whichever occurs first. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Wendell Johnson
City Manager

THE CITY OF LAKE CITY IS ACCEPTING PROPOSALS FOR THE PURCHASE AND INSTALLATION OF A 200 FEET LONG X 100 FEET WIDE X 16 FEET IN HEIGHT, NEW METAL STORAGE BUILDING

“SCOPE OF WORK AND RELATED REQUIREMENTS”

A. GENERAL SCOPE OF WORK:

1. The Contractor shall purchase and install one (1) new pre-fabricated metal storage building (roof only, no walls). Shop drawings shall be provided and approved by the City of Lake City before manufacturing begins. The storage building shall comply with all State, Federal and local laws and ordinances.
2. The building system shall include but not be limited to: structural steel system, metal roof system, and all trim and accessories as required and foundation designs and installation.
3. The intended use of this building is to act as a cover or awning over equipment and trailers to limit their exposure to the elements.
4. The successful Contractor shall be responsible for providing all required engineered drawings and specifications required to obtain the appropriate building permits. Electrical improvements will not be needed.

B. SPECIFICATIONS:

The Contractor shall provide the following:

1. The size of the building shall be 200 feet long by 100 feet wide and 16 feet in height (height opening height).
2. The building shall have a 16 foot clearance.
3. No electricity is needed to the building
4. The building shall be designed and constructed to meet 110 MPH wind load and shall meet current Florida Building Codes..
5. No slab is required; only foundations/footings shall be installed as required for the support framing. (See Report of Geotechnical Exploration)

6. All framing; eave and rake trim, and downspouts shall be steel, but the support beams and trusses only need primer. Rain gutters to be a minimum of 6 inches .040 aluminum.
7. The roof panels shall be PBR 24-guage R-panels fastened with premium stainless steel screws.
8. All stainless steel screws must contain an integral rubber washer.
9. The roof pitch shall be designed as gable type system with minimum 1:12 pitch, with the gutters and downspouts ensuring any runoff are directed away from the building. Roof metal shall be a minimum 24 gauge metal.
10. The color of the building needs to match the existing building.
11. Freight charges must be included in the proposal. Delivery will be to the City of Lake City Public Works Department located at 180 NE Gumswamp Road, Lake City, FL 32055.

C. CODES AND STANDARDS:

The storage building must comply with all State, Federal and Local laws and ordinances.

D. PERMITTING:

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits.

E. INSTALLATION:

Installation shall be the responsibility of the Contractor.

F. PROTECTION OF PROPERTY/PROPERTY CONDITIONS:

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
2. Bidder shall notify the Public Works Director of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs per section G.
3. Bidder shall be responsible for securing all work areas to be safe.

G. SAFETY:

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of

this work, the Contractor will immediately suspend such activity until a safe method can be employed.

G. EMPLOYEES:

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from smoking in the City's buildings.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

H. STORAGE OF MATERIALS:

Contractor shall discuss material and/or equipment storage areas with the Public Works Director.

I. DISPOSAL OF WASTE:

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

J. HOURS OF WORK:

1. The successful Contractor will perform installation Monday through Friday from 7:30 AM to 4:00 PM.
2. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

K. TRAFFIC CONTROL:

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

L. WARRANTY:

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. **A copy of this warranty shall be furnished with the bid.** At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

The Contract warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contract to the City of Lake City's satisfaction.

M. DELIVERY:

All materials must be delivered FOB to 180 NE Gumswamp Road, Lake City, FL 32025. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

“TERMS AND CONDITIONS”

A. LICENSES/QUALIFICATIONS:

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

B. INSURANCE:

1. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day

notice to the City in the event of cancellation, non-renewal or a material change in the policy.

2. Statutory Workers Compensation insurance as required by the State of Florida.
3. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
4. Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

C. INDEMNITY:

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

D. LIQUIDATED DAMAGES:

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of actual damages per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

E. ADDITIONAL TIME FOR COMPLETION:

1. Extended time may be allowed for the completion of this project due to inclement weather.
2. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
3. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

F. CONTRACT:

The successful Contractor must execute and return the contracts within ten (10) calendar days of issuance of Notice of Award.

G. SCHEDULE:

1. Upon receipt of all required documents a Notice to Proceed will be issued.

2. The successful Contractor must complete all work within (60) sixty calendar days after delivery of equipment.

H. PAYMENT:

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

I. REFERENCES:

1. Bidders must provide with their proposal material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of (3) three references, which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

J. CHANGE ORDERS:

1. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

K. ADDENDUM:

1. It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.

L. REQUIRED DOCUMENTS:

1. The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, Reference and Public Entity Crime Statement.)

N. PAYMENT AND PERFORMANCE BONDS:

1. Payment and performance bonds are a requirement of this bid. No exceptions or substitutions will be accepted. The successfully bidder must submit the Payment and

Performance bonds with the executed contract. Upon receipt of all required documents, the Notice to Proceed will be issued.

N. ADDITIONAL INFORMATION:

1. The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

PROPOSAL

ITEM I: Purchase and Installation of one (1) new metal storage building with wall rods.

\$ _____

_____ dollars _____ cents

FIRM
NAME _____

ADDRESS _____

CITY,STATE,ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR PROPOSAL

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

- 1. Company Name: _____
 Address: _____ Business
 Phone #: _____
 Contact Person: _____
 Email: _____
 Length of time services provided: _____
- 2. Company Name: _____
 Address: _____ Business
 Phone #: _____
 Contact Person: _____
 Email: _____
 Length of time services provided: _____
- 3. Company Name: _____
 Address: _____ Business
 Phone #: _____
 Contact Person: _____
 Email: _____
 Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No._____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____and my relationship to the entity named above is_____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

“affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in

the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

Authorized Signature

Date Signed

State of Florida
County of _____

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary
My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Bidder
 Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public, State of Florida My Commission Expires:_____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CITY OF LAKE CITY BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

_____ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- _____ References
- _____ Public Entity Crime Statement
- _____ Conflict of Interest
- _____ Disputes Disclosure
- _____ Drug Free Work Place
- _____ Non-Collusion Affidavit

_____ **PLEASE INITIAL**

PEFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ of the state of _____ and County of _____ hereinafter, known as the Principal, and _____ a corporation chartered and existing under the laws of the State of _____ and duly authorized to business in the State of Florida a Surety, and held and firmly bound unto the City of Lake City, Florida hereinafter known as the Owner, in the penal sum of _____ Dollars (\$ _____) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials., or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, or heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all labor and materials and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such tat is the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, in complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state of the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Section 255.05. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services and materials to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and materials used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____ 20____, either in person or by agents fully authorized.

As to Principal:
Signed, sealed and delivered in
The presence of:

Principal

Witness

By _____(L.S.)

Notary Public

State of _____

County of _____

As to Surety:
Signed, sealed and delivered in
The presence of:

Surety

Witness

By: _____(L.S.)

Notary Public

State of _____

Approved as to form:

County of _____

Owners Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to business in the State of Florida as Surety, are held and firmly bound unto the the City of Lake City, Florida hereinafter known as the Owner, in the penal sum of _____ Dollars (\$ _____) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and materials and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time, alterations or additions to the terms of the contract or to the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the Unites States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intend to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and

material to all conditioned that the contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and materials used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunder affixed their hands and seals on this _____ day of _____, 20____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in
The presence of:

Principal

Witnesses

By: _____(L.S.)

Notary Public

State of _____

County of _____

Approved as to form:

Owner's Attorney